2006081 08230

Return after recording to:
Kathleen Sims
Plum Creek Land Company
999 Third Ave, Suite 4800
Seattle, WA 98104

BY CMCCA
DATE 3-22-06 TIME 8:23
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PAULA ROBINSON FLATHEAD COUNTY MONTANA

0501374 thru 0501430

BYLAWS

OF

MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC.

These Bylaws are and constitute the bylaws for the MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC. ("Homeowners Association"), effective as of March 20, 2006.

ARTICLE I
Definitions

The terms defined in the Declaration of Covenants, Conditions and Restrictions of Meadowbrooke, recorded February 1, 2006, under Reception No. 200603209400, records of Flathead County, Montana, (the "Declaration") shall have the same meaning in these Bylaws.

ARTICLE II
Offices

The initial principal offices of the Homeowners Association shall be at c/o Plum Creek Land Company, 999 Third Ave., Suite 4300, Seattle, WA 98104. The board of directors may change the location of the principal offices. The Homeowners Association may also have offices and may carry on its purposes at such other places within and outside the State of Montana as the board of directors may from time to time determine.

ARTICLE III

Use of Common Areas

Each member and each member's tenants and bona fide guests shall be entitled to the use and enjoyment of the Homeowners Association Common Areas, subject to such rules and regulations as may be adopted by the board of directors from time to time, pursuant to these Bylaws.

ARTICLE IV.
Membership, Voting, Quorum and Proxies

1. Members. The members of the Homeowners Association shall be all Owners of the Lots within Meadowbrooke, as defined in the Declaration. Meadowbrooke consists of the property located in Flathead County, Montana described as follows:

> Meadowbrooke Subdivision, located in Section 15, Township 27 North, Range 24 West, Flathead County, Montana, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

2. Voting Rights. The voting rights of the members within the Homeowners Association shall be limited to one (1) vote per Lot. If a person or entity owns more than one Lot, that person or entity shall have as many votes as the number of Lots owned by that person or entity. If more than one person or entity has an ownership interest in a single Lot, such persons or entities must decide among themselves how the vote for that Lot shall be cast. In the case of multiple owners of a single Lot, unless informed otherwise in writing, it shall be assumed that the first person listed in the ownership records of the Homeowners Association shall be permitted to act in all respects for that Lot.

3. Record Date. The board of directors shall have the power to fix in advance a date as a record date for the purpose of determining members entitled to notice of or to vote at any meeting or to be furnished with any other information or material, or in order to make a determination of membership, for any purpose. The members existing on any such record date shall be deemed members for such notice, vote, meeting, furnishing of information or material, or other purpose, and for any supplementary notice or information or material with respect to the same matter and for any adjournment of the same meeting. A record date shall not be more than 50 days prior to the date on which the particular action requiring determination of membership is proposed or expected to be taken or to occur. If no record date is established for a meeting, the date on which notice of such meeting is first given to any member shall be deemed the record date for the meeting.

4. Quorum. Except as otherwise provided in the Articles of Incorporation or these Bylaws, the presence in person or by proxy of the Owners of a majority of the Lots shall constitute a quorum.

5. Proxies. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the member or his duly authorized attorney in fact.

6. Majority Vote. At any meeting of the members where a majority vote is required, if a quorum is present, the affirmative vote of the Owners of a majority of the Lots represented at the meeting, in person or by proxy, shall be the act of the members unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws as from time to time in force and effect.

7. Written Ballot. Any action which can be taken at a meeting of members may also be taken by written ballot. The ballot must set forth each action proposed to be taken and provide an opportunity to vote for or against the proposed action. The ballots must be mailed to all members at their addresses shown on the records of the Homeowners Association, together with a statement of the number of responses needed to meet the quorum requirements, the percentage of votes that is needed to pass the proposed action, and the date upon which the ballot must be returned to the Homeowners Association in order to be counted. A written ballot, once received by the Homeowners Association, may not be revoked.

ARTICLE V.
Meetings of Members

1. Annual Meeting. The annual meeting of the members of the Homeowners Association shall be held at a time and place in Flathead County designated by the Homeowners Association board of directors. The meeting shall be for the purpose of providing a forum for the homeowners to elect directors and for the transaction of such other business and matters as may be pertinent to the Homeowners Association which is brought before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Montana, such meeting shall be held on the next succeeding business day.

2. Special Meetings. Special meetings of the members, for any purpose, may be called by the president or by a majority of the board of directors.

3. Place of Meeting. The board of directors may designate any place in Flathead County as the place for any annual meeting or for any special meeting called by the board of directors.

4. Notice of Meeting. Written notice of any meeting of the members stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each member entitled to vote at such meeting not less than fourteen (14) days nor more than fifty (50) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the office of the Homeowners Association, with postage thereon prepaid.

ARTICLE VI.
Board of Directors

1. Number, Tenure and Qualifications. The business and affairs of the Homeowners Association shall be managed by a board of directors initially consisting of three (3) directors. Directors shall be appointed or elected as follows:

(a) During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors of the Homeowners Association. If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors of the Homeowners Association; provided that any such relinquishment shall be expressed in writing to the Homeowners Association.

(b) Following the Period of Declarant Control, Directors shall be elected or appointed annually by the members at the Homeowners Association annual meeting.

(c) At all times, at least one Director shall be an Owner (or representative of an Owner) of one of the Lots in Block 1 of Meadowbrooke Subdivision and at least one Director shall be an Owner (or representative of an Owner) of one of the Lots in Block 2 of Meadowbrooke Subdivision.

The total number of directors comprising the board of directors may be increased or decreased from time to time by act of the board of directors, but the number of directors shall not be less than three (3) directors nor more than five (5) directors. Each director shall hold office until the election or appointment and qualification of his successor. If a director resigns, his replacement shall hold office only until the next annual meeting of the Homeowners Association.

2. Resignations, Vacancies. Any director may resign at any time by giving written notice to the president or the secretary of the Homeowners Association. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors by reason of resignation or death, may be filled by the affirmative vote of a majority of the directors then in office though less than a quorum, except that during the Period of Declarant Control, the vacancy shall be filled by Declarant. A director elected to fill such a vacancy shall be elected to serve until the next annual meeting of the members.

3. General Powers. The board of directors shall have and may exercise all the powers of the Homeowners Association consistent with the Declaration, except such as are expressly conferred upon the members by law, by the Articles of Incorporation, or the Bylaws as from time to time in force and effect.

4. Additional Powers and Responsibilities. In addition to its general powers, the board of directors shall have the authority and the responsibility, acting through the board of directors and officers:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Articles of Incorporation, Declaration, or the Bylaws as from time to time in force and effect.

(b) To establish, make, amend, publish and enforce compliance with such reasonable rules and regulations governing (i) the operation and use of Common Areas, (ii) exterior maintenance of the structures and grounds of each Lot, (iii) any conduct which is deemed to be offensive or to interfere with the enjoyment by the members of their Lots.

(c) To maintain in good order, condition and repair Common Areas and all items of personal property used in the enjoyment of such property, to include roads, landscaping, other facilities under control or deemed the responsibility of the Homeowners Association.

(d) To obtain and maintain appropriate insurance in connection with Common Areas and related personal property.

(e) To fix, determine, levy and collect Assessments from Owners to meet the Common Expenses of the Homeowners Association and to create reasonable reserves therefore.

(f) To collect promptly all delinquent assessments by suit or otherwise.

(g) To issue, or cause an appropriate officer to issue, upon written demand of any member a certificate setting forth whether any Assessment has been paid by such member. Such certificate shall be conclusive evidence against the Homeowners Association for all purposes. The Homeowners Association may charge a reasonable fee for such certificate.

(h) To protect and defend Common Areas and related personal property from loss and damage by suit or otherwise.

(i) To borrow funds in order to pay for any expenditure or outlay authorized by these Bylaws, the Declaration, and the Articles of Incorporation as from time to time in force and effect.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the board of directors.

(l) To maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Homeowners Association. Any member may inspect such records upon reasonable notice at any reasonable time.

(m) To employ independent, third-party accountants and/or auditors to annually review and inspect the financial records of the Homeowners Association and prepare a written report to the board regarding the findings.

5. Compensation. By resolution of the board of directors, any director may be paid any one or more of the following: reasonable expenses incurred, if any, in furtherance of the business or affairs of the Homeowners Association; a fixed sum for attendance at meetings; or a stated salary as a director. No such payment shall preclude any director from serving the Homeowners Association in any other capacity and receiving compensation therefore.

6. Regular Meetings. Regular meetings of the board of directors may be held without call or formal notice at such places and at such times as the board may from time to time by vote determine. Any business may be transacted at a regular meeting. Until further determination, the regular meeting of the board of directors for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of members, or any special meeting of members at which a board of directors is elected.

7. Special Meetings. Special meetings of the board of directors may be held at any place and time when called by the president, or by two or more directors, upon at least five (5) days' prior notice of the time and place thereof being given to each director by leaving such notice with the owner or at their residence or usual place of business, or by mailing it addressed to the owner at the owner's post office address as it appears on the books of the Homeowners Association, or by telephone or facsimile transmission. Notices shall state the purposes of the meeting. No notice of any adjourned meeting of the directors shall be required.

8. Quorum. A majority of the number of directors fixed by the Bylaws shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the voting directors in attendance shall decide any question brought before such meeting, except where a larger number is required by law, the Articles of Incorporation, or by these Bylaws as from time to time in force and effect.

9. Waiver of Notice. Before, at or after any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him except when a director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

10. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the directors.

11. Executive Committee. An executive committee may be appointed by the Directors as deemed necessary.

ARTICLE VII.
Officers and Agents

1. General. The officers of the Homeowners Association shall be a president, one or more vice presidents, a secretary and a treasurer and such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as the board of directors may consider necessary or advisable. The officers shall hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. The officers shall be selected as follows:

(a) During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the officers of the Homeowners Association. If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the officers of the Homeowners Association; provided that any such relinquishment shall be expressed in writing to the Homeowners Association.

(b) Following the Period of Declarant Control, the officers shall be chosen in such manner as from time to time may be determined by the board of directors.
The salaries, if any, of all the officers of the Homeowners Association shall be fixed by the board of directors. In all cases where the duties of an officer, agent or employee are not prescribed by the Bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president or their designee.

2. Removal of Officers. During the Period of Declarant Control, any officer may be removed, either with or without cause, and their successor appointed by Declarant. After the Period of Declarant Control, upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and their successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

3. Vacancies. A vacancy in any office, however occurring, may be filled (a) during the Period of Declarant Control, by the Declarant, or (b) after the Period of Declarant Control, by the board of directors for the unexpired portion of the term.

4. President. The president shall be the chief executive officer of the Homeowners Association. The President shall have the general and active control of the affairs and business of the Homeowners Association and general supervision of its officers, agents and employees.

5. Vice President. The vice president shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president designated by the board of directors or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made all vice presidents may exercise such powers and perform such duties.

6. Secretary. The secretary shall:

(a) Keep the minutes of the proceedings of the members, executive committee and the board of directors;

(b) See that all notices are duly given in accordance with the provisions of these Bylaws, the Articles of Incorporation and Declaration, and as required by law;

(c) Be custodian of the Homeowners Association's records and of the seal of the Homeowners Association and affix the seal to all documents when authorized by the board of directors;

(d) Keep at its principal place of business a record containing the names and registered addresses of all members, the designation of the property owned or leased by each member, and, if such property is mortgaged and the mortgagee has given the Homeowners Association notice thereof, the name and address of the mortgagee.

(e) In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to them by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7. Treasurer. The treasurer shall be the principal financial officer of the Homeowners Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Homeowners Association and shall deposit the same in accordance with the instructions of the board of directors. The Treasurer shall receive and give receipts for moneys paid into the Homeowners Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Homeowners Association of whatever nature upon maturity. The Treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the board of directors, shall make such reports to it as may be required at any time. The Treasurer shall, if required by the board of directors, give the Homeowners Association a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of the Treasurer's duties and for the

restoration to the Homeowners Association of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control, belonging to the Homeowners Association. The Treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE VIII.
Obligations of the Members

1. Assessments. Each member shall be obligated to pay and shall pay to the Homeowners Association all Assessments levied under the Declaration, the Articles of Incorporation or these Bylaws with respect to such Owner's Lot, and each member shall comply with any determinations made by the board of directors with respect to such Assessments.

2. Compliance with the Articles of Incorporation, Bylaws and Rules and Regulations. Each member shall comply with all provisions of the Declaration, Articles of Incorporation, these Bylaws, and any rules and regulations issued by the board of directors as from time to time in force and effect. The membership rights and privileges, including, but not limited to, the right to vote and the right to use Common Areas of any member or guest, shall be suspended by action of the board of directors during the period when any assessments or other amounts due relating to such member's Lot remain unpaid; but, upon payment of such assessments or other amounts, such rights and privileges shall be automatically restored.

ARTICLE IX.
Address of Members and Homeowners Association

1. Address of Members. Upon acquiring a Lot, the Owners of the Lot shall immediately inform the Homeowners Association of their names and of one address to which notices from the Homeowners Association should be sent. The Owners shall be responsible for informing the Homeowners Association of any change of address.

2. Address of the Homeowners Association. The initial address of the Homeowners Association shall be as provided in Article II, above. Such address may be changed from time to time by the board of directors upon written notice to all members.

ARTICLE X.
Amendments

These Bylaws may be amended by the members by two-thirds (2/3rds) of the votes cast either at a meeting of members at which advance notice was given to all members of the proposed amendment or by written ballot or by a combination of votes at a meeting and by

written ballot. Amendments to be effective must be recorded in Flathead County by a document showing the amendment made, together with a certification by two officers of the Homeowners Association attesting that the amendment received the reuired approval of the Owners. During the Period of Declarant Control, any amendment shall also require the written consent of the Declarant.

ARTICLE XI.
Miscellaneous

1. **Seal**. The corporate seal of the Homeowners Association shall be circular in form and shall contain the name of the corporation, the year of its organization, and the words "Seal, Montana".

2. **Fiscal Year**. The fiscal year of the Homeowners Association shall commence on January 1st and terminate on December 31st of each year.

3. **Arbitration**. In the event of a dispute under these Bylaws, the parties agree that the dispute shall be determined and resolved by binding arbitration. The determination of the arbitrator shall be final and binding upon the parties and their respective successors and assigns. The determination may be filed in a court of competent jurisdiction as a final judgment. The arbitrator is authorized, but not required, in the arbitrator's discretion, to award attorney's fees and costs to the prevailing party. If no such award is made, the costs of the arbitration shall be paid equally by the parties.

The undersigned, constituting all of the initial directors of MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC., do hereby adopt the foregoing Bylaws as the bylaws of MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC. by unanimous consent.

Directors:

Peter Strelinger

David Greer

P.C. Musgrove

2006081 08230

STATE OF Washington)
: ss
County of King)

This instrument was acknowledged before me on the 9th day of March, 2006, by PETER STRELINGER.

(SEAL)

ANNA L OSWALD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
9-29-06

Anna L Oswald
Notary Public for the State of Washington
ANNA L. OSWALD
[Print or type name of Notary]
Residing at Seattle, WA
My Commission expires 9/29, 2006

STATE OF Montana)
: ss
County of Flathead)

This instrument was acknowledged before me on the 16th day of March, 2006, by DAVID GREER.

(SEAL)

STEVEN E. CUMMINGS
Notarial Seal
County of Flathead
State of Montana

Notary Public for the State of Montana
Steven E. Cummings
[Print or type name of Notary]
Residing at Kalispell, MT
My Commission expires 7/27/2006, 20__

2006081 08230

STATE OF Montana)
: ss
County of Flathead)

This instrument was acknowledged before me on the 16th day of March, 20 06, by P.C. MUSGROVE.

STEVEN E. CUMMINGS
Notarial Seal
County of Flathead
State of Montana

(SEAL)

Notary Public for the State of Montana
Steven E. Cummings
[Print or type name of Notary]
Residing at Kalispell, MT
My Commission expires 7/27/06, 20__

Return after recording to:
Plum Creek Land Company
999 Third Ave., Suite 4300
Seattle, WA 98104
Attn: David J. Sprinkle

200700021234 Fees: $21.00 by: AB
AMENDMENT by PLUM CREEK LAND
Date 7/16/2007 Time 4:03 PM Page: 1 of 3
Paula Robinson, Flathead County Montana

00/0250, 0501375 thru 0501430

FIRST AMENDMENT TO THE BYLAWS OF MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC.

BYLAWS RECORDED 2-1-2006 (Pof)
RECORDING # 200603209400

The Bylaws of Meadowbrooke Homeowners Association, Inc. (the "Bylaws") are amended, effective as of the date of recordation in Flathead County, Montana, as set forth below.

1. Section 4 of Article IV ("Membership, Voting, Quorum and Proxies") is hereby amended and restated in its entirety as follows:

> **4. Quorum.** Except as otherwise provided in the Articles of Incorporation or these Bylaws, the presence in person or by proxy of the Owners of at least ten percent (10%) of the Lots shall constitute a quorum.

2. A new Section 5 is hereby added to Article V ("Meetings of Members") as follows:

> **5. Attendance by Conference Telephone.** A meeting of the Members may be held by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

3. A new Section 12 is hereby added to Article VI ("Board of Directors") as follows:

> **12. Attendance by Conference Telephone.** A meeting of the Board of Directors may be held by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC.

By: _____
Peter Strelinger, President

STATE OF Montana)
: ss
County of Flathead)

This instrument was acknowledged before me on the 12th day of July, 2007, by PETER STRELINGER.

_____
Notary Public for the State of Montana
LOUISE COX
[Print or type name of Notary]
Residing at Columbia Falls
My Commission expires 1-31-, 2011

(SEAL) LOUISE COX NOTARIAL SEAL STATE OF MONTANA

Document Number: 200700021234
Page: 3

The undersigned officers of Meadowbrooke Homeowners Association, Inc. do hereby certify that this Amendment received the required approval of the Owners.

Peter Strelinger, President

José Oncina, Treasurer

The undersigned, being the Declarant under the Declaration of Covenants, Conditions and Restrictions applicable to the Meadowbrooke Homeowners Association, Inc., does hereby approve adoption of this Amendment.

PLUM CREEK LAND CO., a Delaware corporation

By: _____
Kathleen S. Sims, Assistant Secretary